

CHAPTER 5 – SELECTION OF THE PROJECT ARCHITECT OR PROJECT ENGINEER**1.0 Negotiating Committee**

- 1.1 A negotiating committee is established to interview the nominated architectural or engineering firms and select and negotiate fees with the successful firm. When the negotiating committee is notified of the State Building Advisory Commission's nominations, interviews are scheduled with the nominated firms for each proposed project. Nominated firms are encouraged to visit the project site to gather information regarding the advertised project and to prepare supplemental information pertinent to the project for presentation to the negotiating committee during interviews.
- 1.2 Each architectural or engineering services negotiating committee shall consist of the following members:
 - 1.2.1 The head of the state agency or designee for which the proposed project is planned or designee.
 - 1.2.2 The head of the institution or designee for which the proposed project is planned or designee.
 - 1.2.3 A person designated by the Secretary of Administration who shall act as chairperson of the committee.
- 1.3 The negotiating committee shall have access to the current statements of qualification and performance data on the firms nominated by the State Building Advisory Commission. The committee shall interview each of the firms regarding the anticipated project and select a single firm, (unless the project was advertised for multiple selections). Results of the negotiating committee's selection(s) will be reported to each nominated firm and to the SBAC at its next meeting.

2.0 Fee Negotiation

- 2.1 Prior to fee negotiations a written description of the scope of work or program statement of the project shall be given to the negotiating committee. The negotiating committee may approve the program statement as submitted or may request revision to the program statement. The program statement approved by the negotiating committee shall be used in the negotiations between the committee and qualified firms. The program statement shall be the basis for the project contract documents and shall not be altered without the approval of the negotiating committee.
- 2.2 Prior to negotiations each negotiating committee will determine which services are applicable to each project in accordance with the approved program. This information, a program, and what level of services DFM will provide will be given to the selected firm prior to scheduled fee negotiations for the firm's review and verification.
- 2.3 Whenever the owner/state agency deems it necessary to observe similar facilities and to interview users, visitations shall be made and the project architect/engineer shall accompany the project team. The negotiating committee shall determine the manner in which the project architect/engineer will be compensated for the expense of travel.
- 2.4 Each negotiating committee shall negotiate a contract with the selected firm as project architect for services at compensation not in excess of that specified in the table below. Negotiated fees are based on the estimated construction cost of a project. The negotiated fee for the type of professional services required is expected to be at fair and reasonable prices proportionate to the complexity of a project.

	<u>Amount Exceeding</u>	<u>Amount Not Exceeding</u>
7%	\$0	\$2,250,000
6.25%	\$2,250,000	\$4,500,000
5.5%	\$4,500,000	\$6,750,000
5%	\$6,750,000	and over

- 2.5 "A fee of not to exceed 4% of the estimated cost of the project, which shall be determined by the negotiating committee and which shall be proportional to the relative complexity of the project may be added to the fees otherwise authorized under this section." (K.S.A. 75-1263)
- 2.6 The fee for architectural on-call services may be negotiated on the following basis: as an hourly rate, as a percentage of the estimated construction cost, or as a percentage of the construction contract award.
- 2.7 Engineering contracts, including on-call services, will be negotiated proportionate to the complexity of the specific project and "on the basis of demonstrated competence and qualification for the type of professional services required and at fair and reasonable fees".
- 2.8 Should the negotiating committee be unable to negotiate a contract with the firm considered to be the most qualified within the fee limits established, the committee shall then undertake negotiations with the second most qualified firm to negotiate a contract, and so forth with the third, fourth, and fifth firms, if necessary. Should the negotiating committee be unable to negotiate a satisfactory contract with any of the selected firms, the committee shall reevaluate the services and fee requirements and reopen negotiations with any of the nominated firms".
- 2.9 Should the negotiating committee still be unable to enter into a contract with any of the nominated firms, it shall request the state building advisory commission to provide another list of nominees.
- 2.10 Each contract for architectural services negotiated shall be entered into between the Secretary of Administration and the firm selected as the project architect. Contracts for engineering services will be entered into between the state agency requesting the services and the firm selected as the project engineer.
- 2.10.1 Each contract shall specify the responsibilities undertaken by the firm as outlined in the negotiation minutes prepared and coordinated by the Chair of each negotiating committee. The negotiating minutes will be signed by the firm and the negotiating committee. The negotiation minutes will be attached to the contract.
- 2.10.2 Contracts are written as lump sum not-to-exceed contracts and may only be changed if the scope of work in the original program is changed.
- 2.10.3 Each firm shall be responsible for all negligent acts, errors or omissions in the performance of the contract and will be required to have professional liability insurance as determined by the fee negotiations.
- 2.11 The fee during Construction Administration may be compensated monthly for the scheduled time of construction.

END OF CHAPTER 5